June Term 1855.

in the year of our Lord one thousand eight hundred and fifty one.-
Present, The Honorable, William Frick, Chief Judge,
John Purviance, } Associate Judges.
John C. LeGrand, }
Charles F. Cloud, Esquire Sheriff of Baltimore City, A.W. Bradford, Clerk.
Among other were the following proceedings to wit:

Jane Thomas Administratrix D. Bonis Non of Henry Peters assignee of Margaret Moore, vs. Frederick E. B. Hintze assignee of Peter H. Blumb.-

Covenant &c.-

Be it remembered that heretofore to wit on the twenty fifth day of August in the year of our Lord one thousand eight hundred and forty five the said Henry Patterson and Fielder Israel Executors of the Testament and last Will of Henry Peters assignee of Margaret Moore the plaintiffs in this suit by John Glenn, Esquire their attorney prosecuted and sued forth out of the County Court here the writ of the State of Maryland of Capias ad respondendum against Frederick E. B. Hintze assignee of Peter H. Blumb the Defendant as follows to wit.

The State of Maryland, To the Sheriff of Baltimore County Greeting- We com- (Seals Place) mand you that you take Frederick E. B. Hintze assignee of a certain Peter H. Blumb, who was lessee of a certain Margaret Moore late of Baltimore County if he shall be found in your bailiwick that him so taken you safely keep so that you have his body before the Judges of Baltimore County Court at the Court House in the same County on the first day in September next to answer unto Henry Patterson and Fielder Israel Executors of the last Will and Testament of a certain Henry Peters deceased who was assignee of the said Margaret Moore in a plea that he keep with the said Plaintiffs Patterson and Israel the Covenant which the said Peter H. Blumb made with the said Margaret Moore according to the form force and effect of a certain Indenture of Lease made between the said Margaret Moore and the said Peter H. Blumb which Indenture of Lease was assigned as herein before mentioned by the said Margaret Moore to the said Henry Peters in his life time and which assignment is now in the possession of the Executors of the said Henry Peters who are the plaintiffs in this case.- Hereof fail not at your peril and have you then and there this writ- Witness The Honorable Stevenson Archer Chief Judge of our said Court the first day of May in the year of our Lord eighteen hundred and forty five- Issued the 25th day of August 1845.-

A.W. Bradford, Clk.

And the said plaintiffs by their attorney aforesaid- on the day of prosecuting and suing forth of the aforegoing writ declared against the said Defendant in the plea aforesaid with a notice to their declaration annexed in form following to wit.

Baltimore County to wit. Frederick E. B. Hintze assignee of a certain Peter H. Blumb who was lessee of a certain Margaret Moore was summoned to answer unto Henry Patterson and Fielder Israel Executors of the last Will and Testament of a certain Henry Peters deceased who was assignee of said Margaret Moore in a plea that he keep with the said plaintiffs Patterson and Israel the Covenant which the said Peter H. Blumb made with the said Margaret Moore according to the form force and effect of a certain Indenture of Lease made between the said Margaret Moore, and the said Peter H. Blumb which Indenture of Lease was assigned as herein after mentioned by the said Margaret Moore to the said Henry Peters in his life time and which assignment is now in the possession of the executors of him said Henry Peters who are the plaintiffs in this cause and whereupon the said plaintiffs Henry Patterson and Fielder Israel by John Glenn their attorney declare

June Term 1855

that, whereas at and before the time of the Indenture of lease hereinafter mentioned to have been made between the said Margaret Moore and the said Peter H. Blumb she the said Margaret Moore was seized in her demesne as of fee of and in the several premises by that Indenture demised and hereinafter mentioned and described, and being so possessed and seized thereof by a certain Indenture made on the 7th day of May 1836 to wit at the County aforesaid between the said Margaret Moore of the one part and the said Peter H. Blumb of the other part one part of which said Indenture sealed with the seal of said Margaret Moore and the said Peter H. Blumb bearing date the day and year aforesaid the said plaintiffs now shew here in Court the said Margaret Moore for and in consideration therein mentioned did demise lease and to farm let unto the said Peter H. Blumb his executors administrators and assigns all of a certain Lot of ground described in the said Indenture of Lease as that part of a lot piece or parcel of ground situate and lying in the City of Baltimore aforesaid which is contained within the description following that is to say- Beginning for the same on the line of the southeastermost of Biddle Street at the distance of two hundred and twenty two feet north easterly from the corner formed by the intersection of the northermost side of Rose Street and southeastermost side of Biddle Street and running thence north easterly and binding on Biddle Street sixteen feet five inches thence southwesterly and parallel to Rose one hundred and twenty five feet more or less to Moores Alley thence south eastwardly bounding on Morris Alley sixteen feet five inches and thence north westwardly by a straight line one hundred and twenty five feet more or less to the place of beginning (It being part of the estate of David Moore which was allotted and assigned to the said Margaret Moore and designated as lot number 73 on a plot of said City of Baltimore) together with all improvements thereon made lanes alleys ways waters privileges easements Emoluments and advantages to the said parcel of ground belonging or in anywise appertaining to the said Peter H. Blumb his said part of lot piece or parcel of ground and premises above described and hereby demised or intended so to be with all and singular of the appurtenances thereto belonging unto the said Peter H. Blumb his executors administrators and assigns from the day next before the day of the date of these presents for and during and until the full end and term of 99 years from thence next ensuing fully to be complete and ended yielding and paying therefor yearly and every year during the said term to the said Margaret Moore her heirs and assigns the yearly rent or sum of twenty four dollars sixty two cents lawful money of the United States free and clear of all deductions for taxes and assessments of any kind and nature whatever levied charged or assessed on the said parcel of Ground and premises or the rent issuing therefrom on the first day of September and March in each and every year during the continuance of this present demise and the said Peter H. Blumb covenanted with the said Margaret Moore in the said Indenture of lease, in case of non payment of the said yearly rent or sum of $24.62- in manner and form following to wit, if it shall happen that the said yearly rent or sum of twenty four dollars sixty two cents or any part thereof shall be in arrear and unpaid by the space of sixty days next after the times for which the same is above reserved to be paid the same being first demanded that then it shall be lawful for the said Margaret Moore her heirs or assigns into the said parcel of ground and premises or any part thereof in the name of the whole to reenter repossess occupy and enjoy as in his or their former estate until all arrearages of rent with legal interest thereon and all and every cost charge and expense incurred by the said Margaret Moore her heirs and assigns by reason of the non payment of the said rent shall be fully satisfied and paid and